

RECORDATION NO. 13837

NOV 10 1982 -11 25 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 13837-A

NOV 10 1982 -11 25 AM

CRAVATH, SWANNE & MORRE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

RECORDATION NO. 13837-B

NOV 10 1982 -11 25 AM

INTERSTATE COMMERCE COMMISSION RECEIVED

RALPH L. MCAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
CHRISTINE BESHAR
ROBERT S. RIFKIND

DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER

Nov 10 11 17 AM '82

I.C.C.
FEE OPERATION RR

COUNSEL
MAURICE T. MOORE
FRANCIS F. RANDOLPH, JR.

TELEPHONE
212 422-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.
CRAVATH, LONDON E. C. 2

200 N. LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421

TELEX: 6014901
PIFAX/INFOTEC:
1-606-1425

No. 2-314A-100

Date NOV 10 1982

Fee \$ 150.00

ICC Washington, D. C.

RECORDATION NO. 13837-C

NOV 10 1982 -11 25 AM

INTERSTATE COMMERCE COMMISSION

November 9, 1982

The Dow Chemical Company
Lease Financing Dated as of October 15, 1982
Secured Notes Due 1998 and 2001

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Dow Chemical Company for filing and recordation counterparts of the following agreements:

(1) Trust Indenture and Security Agreement dated as of October 15, 1982, between Republic National Leasing Corporation, as Owner, and Mercantile-Safe Deposit and Trust Company, as Trustee.

(2) Bill of Sale dated as of November 12, 1982, from The Dow Chemical Company, as Seller, to Republic National Leasing Corporation, as Buyer.

(3) Lease of Railroad Equipment dated as of October 15, 1982, between The Dow Chemical Company, as Lessee, and Republic National Leasing Corporation, as Lessor.

(4) Assignment of Lease and Agreement dated as of October 15, 1982, between Republic National Leasing Corporation, as Owner, and Mercantile-Safe Deposit and Trust Company, as Trustee.

Counterpart - Republic National Leasing Corporation

The names and addresses of the parties to the
aforementioned agreements are as follows:

(1) Lessee-Seller:

The Dow Chemical Company
2020 Dow Center
Midland, Michigan 48640

(2) Trustee:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

(3) Owner-Buyer-Lessor

Republic National Leasing Corporation
300 North Ervay Street
Dallas, Texas 75201

Please file and record the documents referred to
in this letter and index them under the names of the Lessee-
Seller, the Trustee and the Owner-Buyer-Lessor.

The equipment covered by the aforementioned
documents appears on Exhibit A attached hereto, and also
bears the legend "Ownership Subject to a Security Agreement
filed with the Interstate Commerce Commission".

There is also enclosed a check for \$150 payable to
the Interstate Commerce Commission, representing the fee for
recording the Trust Indenture and Security Agreement, Bill
of Sale, the Lease of Railroad Equipment and the Assignment
of Lease and Agreement.

Please stamp all counterparts of the enclosed
documents with your official recording stamp. You will also
wish to retain one copy of the instruments for your files.

It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

Laurence V. Goodrich

Laurance V. Goodrich
As Agent for The Dow Chemical
Company

Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

95A

REGISTRATION NO. 13837-15

NOV 10 1982 11:25 AM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref: 2483-143]

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of October 15, 1982

Between

REPUBLIC NATIONAL LEASING CORPORATION

Owner

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

Trustee

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 15, 1982, between REPUBLIC NATIONAL LEASING CORPORATION, a Texas corporation ("Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as Trustee ("Trustee"), under a Participation Agreement dated as of the date hereof ("Participation Agreement").

The Dow Chemical Company (the "Lessee") has agreed to sell to the Owner pursuant to the Participation Agreement, and the Owner has agreed (subject to the terms and conditions of the Participation Agreement) to purchase from the Lessee, all the units of railroad equipment described in Schedules I and II to the Indenture hereinafter referred to (the "Units").

The Purchasers (as defined in the Participation Agreement) will finance a portion of the aggregate purchase price of the Units required to be purchased by the Owner by purchasing notes (the "Notes") to be issued pursuant to a Trust Indenture and Security Agreement (the "Indenture") dated as of the date hereof between the Owner and the Trustee.

The Lessee and the Owner have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the leasing by the Owner to the Lessee of the Units.

The Owner will assign certain of its rights under the Lease to the Trustee in order to secure the obligations of the Owner under the Indenture and as an inducement to the Purchasers to invest in the Notes.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. The Owner hereby transfers and assigns to the Trustee, as collateral security for the payment and performance of the obligations of the Owner under the Indenture, all the Owner's right, title and interest, powers, privileges and other benefits under the Lease (except any amounts of indemnity payable to the Owner and any indemnity payments made pursuant to the Indemnity Agreement dated as of the date hereof between the Lessee and the Owner), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or

receivable by the Owner from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, termination payment, indemnity, liquidated damages or otherwise (such moneys called "Payments"), and the right, upon the happening of an Event of Default, to make all waivers and agreements, to give all notices, consents and releases, to take all action specified in the Lease and to do any and all other things whatsoever which the Owner is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Trustee in its own name or in the name of its nominee or in the name of the Owner or as its attorney to demand, sue for, collect and receive any and all Payments to which the Owner is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof, and the Trustee shall have the exclusive right to control any such proceedings to enforce compliance by the Lessee with all the terms and provisions of the Lease.

The Trustee agrees to accept any Payments made by the Lessee for the account of the Owner pursuant to the Lease. To the extent received, the Trustee will apply such Payments to satisfy the obligations of the Owner under the Indenture then due and payable and, so long as no event of default under the Indenture or event which with notice or lapse of time or both would constitute an event of default thereunder shall have occurred and be continuing, any balance shall be paid to the Owner on the same date such Payment is applied to satisfy such obligations of the Owner by bank wire of immediately available Federal funds to the Owner on such date at such address as may be specified to the Trustee in writing, and such balance shall be retained by the Owner. If the Trustee shall not receive any rental payment under § 3 of the Lease when due, the Trustee shall notify the Owner at the address set forth in the Lease; provided, however, that the failure of the Trustee to so notify the Owner shall not affect the obligations of the Owner hereunder or under the Indenture.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to or transfer or in any way affect or modify the liability of the Owner under the Lease. Notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns against and only against persons other than the Trustee.

3. The Owner will faithfully perform each and every obligation, covenant and agreement which the Lease provides is to be performed by the Owner and, without the written consent of the Trustee, will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee (including without limitation the obligation to pay the rents in the manner and at the time and place specified therein), or enter into any agreement amending, modifying or terminating the Lease. Any amendment, waiver, modification or termination of the Lease without the Trustee's consent shall be void.

4. The Owner hereby constitutes the Trustee the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner or otherwise) to demand and receive all Payments due and to become due under or arising out of the Lease to which the Owner is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable.

5. Upon the full discharge and satisfaction of all sums due from the Owner under the Indenture, this Assignment and all rights herein assigned to the Trustee shall terminate, and all right, title and interest of the Trustee in and to the Lease shall revert to the Owner. Promptly following such full discharge and satisfaction, the Trustee will advise the Lessee in writing that all sums due from the Owner under the Indenture have been fully discharged and satisfied and instruct the Lessee that no further payments under the Lease are to be made to the Trustee.

6. The Owner will pay and discharge any and all claims, liens, charges, security interests or other encumbrances (other than those created by the Indenture) on the Lease or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Owner not arising out of the transactions contemplated by the Indenture or the Lease (but including tax liens arising out of the receipt of the rentals and the other payments under the Lease and any other proceeds from the Units) which if unpaid might become a claim, lien, charge, security interest or other encumbrance on or with respect to the

Lease or such rentals or other payments equal or superior to the Trustee's interest therein, unless the Lessee or the Owner shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Trustee, adversely affect the interest of the Trustee hereunder.

7. The Owner will from time to time execute, acknowledge and deliver any and all further instruments required by law or requested by the Trustee in order to confirm or further assure the interest of the Trustee hereunder.

8. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, including without limitation the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing, recording, or depositing hereof, if any, as shall be conferred by the laws of any jurisdiction in which this Assignment shall be filed, recorded or deposited or in which any Unit shall be located, and any rights arising out of the marking of the Units.

10. The Owner shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or mailed to the Trustee at its address set forth in the Indenture or at such other address as the Trustee shall designate.

11. So long as no event of default under the Indenture has occurred and is continuing, the Trustee will not exercise or seek to exercise any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Owner to the Trustee by this Assignment, except the right to demand, sue for, collect, receive and apply the Payments as provided in Section 1 hereof, and the Owner may (if the Trustee is not already doing so) exercise or seek to exercise its rights, powers, privileges and remedies arising out of § 10(a) of the Lease; provided, however, that the Owner shall not terminate the Lease or

otherwise exercise or seek to exercise any rights, powers, privileges and remedies arising out of § 10(b) of the Lease without the prior written consent of the Trustee.

12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

REPUBLIC NATIONAL LEASING
CORPORATION,

by


President

[Seal]—

Attest:


Carol A. Luke

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

Assistant Vice President

[Seal]

Attest:

Assistant Corporate
Trust Officer

CITY OF DALLAS,)

to me personally known, who, being by me duly sworn, says that he is the President of REPUBLIC NATIONAL LEASING CORPORATION, a Texas corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

CITY OF BALTIMORE,)

to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Notary Public

CONSENT AND AGREEMENT

THE DOW CHEMICAL COMPANY, a Delaware corporation ("Lessee"), the lessee named in the Lease of Railroad Equipment ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Lease Assignment"), hereby acknowledges receipt of a copy of the Lease Assignment and consents to the lease assignment in accordance with the terms of the Lease Assignment and agrees that:

(1) it will pay all Payments (as defined in the Lease Assignment) payable under the Lease by bank wire transfer of Federal funds directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee ("Trustee"), the assignee named in the Lease Assignment, at 2 Hopkins Plaza, Baltimore, Maryland 21203, for credit to its Corporate Trust Department's Account No. 08246-5, with a notation that the payment is Re: Dow 10/15/82 (or at such other address as may be furnished in writing to the Lessee by the Trustee);

(2) it shall not be entitled to any abatement of rent or additional rent reduction thereof or setoff against or recoupment of rent or additional rent, including, but not limited to, abatements, reductions, setoffs or recoupments due or alleged to be due by reason of any past, present or future claims or counterclaims of the Lessee against the Lessor under the Lease or under the Indenture (as defined in the Lease Assignment) or against the Trustee or otherwise (provided that the foregoing shall not be deemed a waiver by the Lessee of its right to require the Owner to perform the Owner's obligations under the Owner Documents (as defined in the Participation Agreement dated as of the date hereof));

(3) the Trustee shall be entitled to the benefits of and to receive and enforce performance of all the covenants to be performed by the Lessee under the Lease as though the Trustee were named therein as the Owner; and the Trustee shall not by virtue of the Lease Assignment be or become subject to any liability or obligation under the Lease or otherwise; and

(4) without the prior written consent of the Trustee, the Lease shall not be terminated or modified (except as provided therein) nor shall any action be taken or omitted by the Lessee which might result in an

alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Trustee by signing the acceptance below, shall be deemed to be a contract for the benefit of the Trustee and its successors and assigns under the laws of the State of Maryland, and for all purposes, shall be construed in accordance with the laws of said state.

THE DOW CHEMICAL COMPANY,

by

[Corporate Seal]
Attest:

Authorized Representative

Assistant Secretary

The foregoing Consent and Agreement is hereby
accepted as of _____, 1982.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

Assistant Vice President

[CS&M Ref: 2483-143]

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of October 15, 1982

Between

REPUBLIC NATIONAL LEASING CORPORATION

Owner

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

Trustee

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 15, 1982, between REPUBLIC NATIONAL LEASING CORPORATION, a Texas corporation ("Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as Trustee ("Trustee"), under a Participation Agreement dated as of the date hereof ("Participation Agreement").

The Dow Chemical Company (the "Lessee") has agreed to sell to the Owner pursuant to the Participation Agreement, and the Owner has agreed (subject to the terms and conditions of the Participation Agreement) to purchase from the Lessee, all the units of railroad equipment described in Schedules I and II to the Indenture hereinafter referred to (the "Units").

The Purchasers (as defined in the Participation Agreement) will finance a portion of the aggregate purchase price of the Units required to be purchased by the Owner by purchasing notes (the "Notes") to be issued pursuant to a Trust Indenture and Security Agreement (the "Indenture") dated as of the date hereof between the Owner and the Trustee.

The Lessee and the Owner have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the leasing by the Owner to the Lessee of the Units.

The Owner will assign certain of its rights under the Lease to the Trustee in order to secure the obligations of the Owner under the Indenture and as an inducement to the Purchasers to invest in the Notes.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. The Owner hereby transfers and assigns to the Trustee, as collateral security for the payment and performance of the obligations of the Owner under the Indenture, all the Owner's right, title and interest, powers, privileges and other benefits under the Lease (except any amounts of indemnity payable to the Owner and any indemnity payments made pursuant to the Indemnity Agreement dated as of the date hereof between the Lessee and the Owner), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or

receivable by the Owner from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, termination payment, indemnity, liquidated damages or otherwise (such moneys called "Payments"), and the right, upon the happening of an Event of Default, to make all waivers and agreements, to give all notices, consents and releases, to take all action specified in the Lease and to do any and all other things whatsoever which the Owner is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Trustee in its own name or in the name of its nominee or in the name of the Owner or as its attorney to demand, sue for, collect and receive any and all Payments to which the Owner is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof, and the Trustee shall have the exclusive right to control any such proceedings to enforce compliance by the Lessee with all the terms and provisions of the Lease.

The Trustee agrees to accept any Payments made by the Lessee for the account of the Owner pursuant to the Lease. To the extent received, the Trustee will apply such Payments to satisfy the obligations of the Owner under the Indenture then due and payable and, so long as no event of default under the Indenture or event which with notice or lapse of time or both would constitute an event of default thereunder shall have occurred and be continuing, any balance shall be paid to the Owner on the same date such Payment is applied to satisfy such obligations of the Owner by bank wire of immediately available Federal funds to the Owner on such date at such address as may be specified to the Trustee in writing, and such balance shall be retained by the Owner. If the Trustee shall not receive any rental payment under § 3 of the Lease when due, the Trustee shall notify the Owner at the address set forth in the Lease; provided, however, that the failure of the Trustee to so notify the Owner shall not affect the obligations of the Owner hereunder or under the Indenture.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to or transfer or in any way affect or modify the liability of the Owner under the Lease. Notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns against and only against persons other than the Trustee.

3. The Owner will faithfully perform each and every obligation, covenant and agreement which the Lease provides is to be performed by the Owner and, without the written consent of the Trustee, will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee (including without limitation the obligation to pay the rents in the manner and at the time and place specified therein), or enter into any agreement amending, modifying or terminating the Lease. Any amendment, waiver, modification or termination of the Lease without the Trustee's consent shall be void.

4. The Owner hereby constitutes the Trustee the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner or otherwise) to demand and receive all Payments due and to become due under or arising out of the Lease to which the Owner is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable.

5. Upon the full discharge and satisfaction of all sums due from the Owner under the Indenture, this Assignment and all rights herein assigned to the Trustee shall terminate, and all right, title and interest of the Trustee in and to the Lease shall revert to the Owner. Promptly following such full discharge and satisfaction, the Trustee will advise the Lessee in writing that all sums due from the Owner under the Indenture have been fully discharged and satisfied and instruct the Lessee that no further payments under the Lease are to be made to the Trustee.

6. The Owner will pay and discharge any and all claims, liens, charges, security interests or other encumbrances (other than those created by the Indenture) on the Lease or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Owner not arising out of the transactions contemplated by the Indenture or the Lease (but including tax liens arising out of the receipt of the rentals and the other payments under the Lease and any other proceeds from the Units) which if unpaid might become a claim, lien, charge, security interest or other encumbrance on or with respect to the

Lease or such rentals or other payments equal or superior to the Trustee's interest therein, unless the Lessee or the Owner shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Trustee, adversely affect the interest of the Trustee hereunder.

7. The Owner will from time to time execute, acknowledge and deliver any and all further instruments required by law or requested by the Trustee in order to confirm or further assure the interest of the Trustee hereunder.

8. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, including without limitation the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing, recording, or depositing hereof, if any, as shall be conferred by the laws of any jurisdiction in which this Assignment shall be filed, recorded or deposited or in which any Unit shall be located, and any rights arising out of the marking of the Units.

10. The Owner shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or mailed to the Trustee at its address set forth in the Indenture or at such other address as the Trustee shall designate.

11. So long as no event of default under the Indenture has occurred and is continuing, the Trustee will not exercise or seek to exercise any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Owner to the Trustee by this Assignment, except the right to demand, sue for, collect, receive and apply the Payments as provided in Section 1 hereof, and the Owner may (if the Trustee is not already doing so) exercise or seek to exercise its rights, powers, privileges and remedies arising out of § 10(a) of the Lease; provided, however, that the Owner shall not terminate the Lease or

otherwise exercise or seek to exercise any rights, powers, privileges and remedies arising out of § 10(b) of the Lease without the prior written consent of the Trustee.

12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

REPUBLIC NATIONAL LEASING
CORPORATION,

by

[Seal]

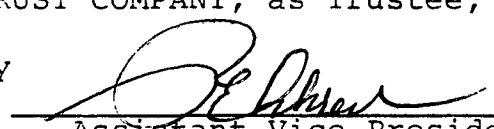
President

Attest:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

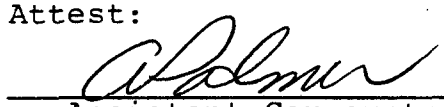
by

[Seal]



Assistant Vice President

Attest:



Assistant Corporate
Trust Officer

STATE OF TEXAS,)
) ss.:
CITY OF DALLAS,)

On this day of 1982, before me personally appeared to me personally known, who, being by me duly sworn, says that he is the President of REPUBLIC NATIONAL LEASING CORPORATION, a Texas corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 8th day of November 1982, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires 7-1-86

CONSENT AND AGREEMENT

THE DOW CHEMICAL COMPANY, a Delaware corporation ("Lessee"), the lessee named in the Lease of Railroad Equipment ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Lease Assignment"), hereby acknowledges receipt of a copy of the Lease Assignment and consents to the lease assignment in accordance with the terms of the Lease Assignment and agrees that:

(1) it will pay all Payments (as defined in the Lease Assignment) payable under the Lease by bank wire transfer of Federal funds directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee ("Trustee"), the assignee named in the Lease Assignment, at 2 Hopkins Plaza, Baltimore, Maryland 21203, for credit to its Corporate Trust Department's Account No. 08246-5, with a notation that the payment is Re: Dow 10/15/82 (or at such other address as may be furnished in writing to the Lessee by the Trustee);

(2) it shall not be entitled to any abatement of rent or additional rent reduction thereof or setoff against or recoupment of rent or additional rent, including, but not limited to, abatements, reductions, setoffs or recoupments due or alleged to be due by reason of any past, present or future claims or counterclaims of the Lessee against the Lessor under the Lease or under the Indenture (as defined in the Lease Assignment) or against the Trustee or otherwise (provided that the foregoing shall not be deemed a waiver by the Lessee of its right to require the Owner to perform the Owner's obligations under the Owner Documents (as defined in the Participation Agreement dated as of the date hereof));

(3) the Trustee shall be entitled to the benefits of and to receive and enforce performance of all the covenants to be performed by the Lessee under the Lease as though the Trustee were named therein as the Owner; and the Trustee shall not by virtue of the Lease Assignment be or become subject to any liability or obligation under the Lease or otherwise; and

(4) without the prior written consent of the Trustee, the Lease shall not be terminated or modified (except as provided therein) nor shall any action be taken or omitted by the Lessee which might result in an

alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Trustee by signing the acceptance below, shall be deemed to be a contract for the benefit of the Trustee and its successors and assigns under the laws of the State of Maryland, and for all purposes, shall be construed in accordance with the laws of said state.

THE DOW CHEMICAL COMPANY,

by

[Corporate Seal]
Attest:

Authorized Representative

Assistant Secretary

The foregoing Consent and Agreement is hereby
accepted as of *Nov, 8*, 1982.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by



Assistant Vice President

[CS&M Ref: 2483-143]

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of October 15, 1982

Between

REPUBLIC NATIONAL LEASING CORPORATION

Owner

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

Trustee

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 15, 1982, between REPUBLIC NATIONAL LEASING CORPORATION, a Texas corporation ("Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as Trustee ("Trustee"), under a Participation Agreement dated as of the date hereof ("Participation Agreement").

The Dow Chemical Company (the "Lessee") has agreed to sell to the Owner pursuant to the Participation Agreement, and the Owner has agreed (subject to the terms and conditions of the Participation Agreement) to purchase from the Lessee, all the units of railroad equipment described in Schedules I and II to the Indenture hereinafter referred to (the "Units").

The Purchasers (as defined in the Participation Agreement) will finance a portion of the aggregate purchase price of the Units required to be purchased by the Owner by purchasing notes (the "Notes") to be issued pursuant to a Trust Indenture and Security Agreement (the "Indenture") dated as of the date hereof between the Owner and the Trustee.

The Lessee and the Owner have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the leasing by the Owner to the Lessee of the Units.

The Owner will assign certain of its rights under the Lease to the Trustee in order to secure the obligations of the Owner under the Indenture and as an inducement to the Purchasers to invest in the Notes.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. The Owner hereby transfers and assigns to the Trustee, as collateral security for the payment and performance of the obligations of the Owner under the Indenture, all the Owner's right, title and interest, powers, privileges and other benefits under the Lease (except any amounts of indemnity payable to the Owner and any indemnity payments made pursuant to the Indemnity Agreement dated as of the date hereof between the Lessee and the Owner), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or

receivable by the Owner from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, termination payment, indemnity, liquidated damages or otherwise (such moneys called "Payments"), and the right, upon the happening of an Event of Default, to make all waivers and agreements, to give all notices, consents and releases, to take all action specified in the Lease and to do any and all other things whatsoever which the Owner is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Trustee in its own name or in the name of its nominee or in the name of the Owner or as its attorney to demand, sue for, collect and receive any and all Payments to which the Owner is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof, and the Trustee shall have the exclusive right to control any such proceedings to enforce compliance by the Lessee with all the terms and provisions of the Lease.

The Trustee agrees to accept any Payments made by the Lessee for the account of the Owner pursuant to the Lease. To the extent received, the Trustee will apply such Payments to satisfy the obligations of the Owner under the Indenture then due and payable and, so long as no event of default under the Indenture or event which with notice or lapse of time or both would constitute an event of default thereunder shall have occurred and be continuing, any balance shall be paid to the Owner on the same date such Payment is applied to satisfy such obligations of the Owner by bank wire of immediately available Federal funds to the Owner on such date at such address as may be specified to the Trustee in writing, and such balance shall be retained by the Owner. If the Trustee shall not receive any rental payment under § 3 of the Lease when due, the Trustee shall notify the Owner at the address set forth in the Lease; provided, however, that the failure of the Trustee to so notify the Owner shall not affect the obligations of the Owner hereunder or under the Indenture.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to or transfer or in any way affect or modify the liability of the Owner under the Lease. Notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns against and only against persons other than the Trustee.

3. The Owner will faithfully perform each and every obligation, covenant and agreement which the Lease provides is to be performed by the Owner and, without the written consent of the Trustee, will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee (including without limitation the obligation to pay the rents in the manner and at the time and place specified therein), or enter into any agreement amending, modifying or terminating the Lease. Any amendment, waiver, modification or termination of the Lease without the Trustee's consent shall be void.

4. The Owner hereby constitutes the Trustee the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner or otherwise) to demand and receive all Payments due and to become due under or arising out of the Lease to which the Owner is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable.

5. Upon the full discharge and satisfaction of all sums due from the Owner under the Indenture, this Assignment and all rights herein assigned to the Trustee shall terminate, and all right, title and interest of the Trustee in and to the Lease shall revert to the Owner. Promptly following such full discharge and satisfaction, the Trustee will advise the Lessee in writing that all sums due from the Owner under the Indenture have been fully discharged and satisfied and instruct the Lessee that no further payments under the Lease are to be made to the Trustee.

6. The Owner will pay and discharge any and all claims, liens, charges, security interests or other encumbrances (other than those created by the Indenture) on the Lease or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Owner not arising out of the transactions contemplated by the Indenture or the Lease (but including tax liens arising out of the receipt of the rentals and the other payments under the Lease and any other proceeds from the Units) which if unpaid might become a claim, lien, charge, security interest or other encumbrance on or with respect to the

Lease or such rentals or other payments equal or superior to the Trustee's interest therein, unless the Lessee or the Owner shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Trustee, adversely affect the interest of the Trustee hereunder.

7. The Owner will from time to time execute, acknowledge and deliver any and all further instruments required by law or requested by the Trustee in order to confirm or further assure the interest of the Trustee hereunder.

8. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, including without limitation the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing, recording, or depositing hereof, if any, as shall be conferred by the laws of any jurisdiction in which this Assignment shall be filed, recorded or deposited or in which any Unit shall be located, and any rights arising out of the marking of the Units.

10. The Owner shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or mailed to the Trustee at its address set forth in the Indenture or at such other address as the Trustee shall designate.

11. So long as no event of default under the Indenture has occurred and is continuing, the Trustee will not exercise or seek to exercise any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Owner to the Trustee by this Assignment, except the right to demand, sue for, collect, receive and apply the Payments as provided in Section 1 hereof, and the Owner may (if the Trustee is not already doing so) exercise or seek to exercise its rights, powers, privileges and remedies arising out of § 10(a) of the Lease; provided, however, that the Owner shall not terminate the Lease or

otherwise exercise or seek to exercise any rights, powers, privileges and remedies arising out of § 10(b) of the Lease without the prior written consent of the Trustee.

12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

REPUBLIC NATIONAL LEASING
CORPORATION,

by

[Seal]

President

Attest:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

[Seal]

Assistant Vice President

Attest:

Assistant Corporate
Trust Officer

STATE OF TEXAS,)
) ss.:
CITY OF DALLAS,)

On this 12th day of 1982, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the President of REPUBLIC NATIONAL LEASING CORPORATION, a Texas corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1982, before me personally appeared to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

CONSENT AND AGREEMENT

THE DOW CHEMICAL COMPANY, a Delaware corporation ("Lessee"), the lessee named in the Lease of Railroad Equipment ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Lease Assignment"), hereby acknowledges receipt of a copy of the Lease Assignment and consents to the lease assignment in accordance with the terms of the Lease Assignment and agrees that:

(1) it will pay all Payments (as defined in the Lease Assignment) payable under the Lease by bank wire transfer of Federal funds directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee ("Trustee"), the assignee named in the Lease Assignment, at 2 Hopkins Plaza, Baltimore, Maryland 21203, for credit to its Corporate Trust Department's Account No. 08246-5, with a notation that the payment is Re: Dow 10/15/82 (or at such other address as may be furnished in writing to the Lessee by the Trustee);

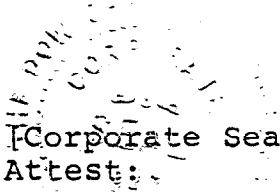
(2) it shall not be entitled to any abatement of rent or additional rent reduction thereof or setoff against or recoupment of rent or additional rent, including, but not limited to, abatements, reductions, setoffs or recoupments due or alleged to be due by reason of any past, present or future claims or counterclaims of the Lessee against the Lessor under the Lease or under the Indenture (as defined in the Lease Assignment) or against the Trustee or otherwise (provided that the foregoing shall not be deemed a waiver by the Lessee of its right to require the Owner to perform the Owner's obligations under the Owner Documents (as defined in the Participation Agreement dated as of the date hereof));

(3) the Trustee shall be entitled to the benefits of and to receive and enforce performance of all the covenants to be performed by the Lessee under the Lease as though the Trustee were named therein as the Owner; and the Trustee shall not by virtue of the Lease Assignment be or become subject to any liability or obligation under the Lease or otherwise; and

(4) without the prior written consent of the Trustee, the Lease shall not be terminated or modified (except as provided therein) nor shall any action be taken or omitted by the Lessee which might result in an

alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Trustee by signing the acceptance below, shall be deemed to be a contract for the benefit of the Trustee and its successors and assigns under the laws of the State of Maryland, and for all purposes, shall be construed in accordance with the laws of said state.


[Corporate Seal]
Attest:

THE DOW CHEMICAL COMPANY,

by

Z. H. Smith
Authorized Representative

LSH

Louis J. Waerlein
Assistant Secretary

The foregoing Consent and Agreement is hereby
accepted as of _____, 1982.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

Assistant Vice President